



Solicitation#: 6290000037

Solicitation Issue Date: 4/28/2020

DUE DATES AND TIME (CENTRAL STANDARD TIME):

Bid Response:

3:00 p.m. on 5/27/2020¹

Request for administrative review:

3:00 p.m. on 5/4/2020

Questions:

3:00 p.m. on 5/11/2020

CONTRACT TYPE:

Agency: ☒

Statewide: ☐

Agency Name/Number: Oklahoma School of Science & Math (OSSM)/62900

SOLICITATION TYPE:

☒

Request for Proposal

☐

Request for Quote

☐

Invitation to Bid

Information technology Bidder Instructions are applicable:

☒

Yes

☐

No

Terms regarding sensitive data will be included in the Contract including, but not limited to:

HIPAA _____

CJIS _____

FERPA X

OTHER _____

1075 _____

RETURN SEALED BID TO:

OMESCPeBID@omes.ok.gov

CONTRACTING OFFICER:

Name: Sheri Diehm

Email: sheri.diehm@omes.ok.gov

Phone No. 405-365-1964

¹ Amendments may change the Bid Response Due Date (read "Amendments" in these Bidder Instructions)

Oklahoma Office of Management and Enterprise Services Bidder Instructions

Information related to the Bid submission process is contained in these Bidder Instructions. **Prospective Bidders are urged to read the documents provided by the State and these Bidder Instructions carefully. Failure to do so shall be at the Bidder's risk.**

1 Definitions

The following terms, when used in these Bidder Instructions, shall have the following meanings:

- 1.1 Alternate Bid** means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition.
- 1.2 Amendment** means a written change, addition, correction or revision to terms, conditions or requirements by the State agency issuing the Solicitation.
- 1.3 BAFO** means a best and final offer requested by the State agency issuing the Solicitation.
- 1.4 Bid** means an offer a Bidder submits in response to the Solicitation.
- 1.5 Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 1.6 Bid Packet** means the order described in these Bidder Instructions in which all Bidders shall insert the relevant sections of a Bid and which shall be the format for all submitted Bids.
- 1.7 OAC** means the Oklahoma Administrative Code.

2 Instructions Compliance

These Bidder Instructions are not part of the Contract; however, compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices or customs. Bid requirements are altered only by written Amendment and verbal communications from any source whatsoever are of no effect. In no event shall the Bidder's failure to read and understand a term, condition or requirement in any of the documents provided by the State constitute grounds for a claim after award of the Contract.

3 Communications and Questions

The Contracting Officer listed on the Bidder Instructions Cover Page is the only individual the Bidder should contact, or communicate with, regarding any questions or issues with the Solicitation or a

Bid. Failure to comply with this requirement may result in the Bid being considered non-responsive or not considered for further evaluation.

3.1 General Questions

- A. Questions should be concise, identify the document, include specific section references and avoid use of tables or special formatting (use simple lists).
- B. **Information Technology Bids**
 - i If information technology Bidder Instructions are applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications online. Questions received via any other means will not be addressed.
 - ii Registration with the State of Oklahoma for wiki access is located at <https://omes.ok.gov/forms/wiki-enrollment-it-procurement>. Access should be requested at least five (5) business days prior to the Questions Due Date. The State is not responsible for a Bidder's lack of access to the wiki.
- C. **Non-Information Technology Bids**

If information technology Bidder Instructions are not applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications at the Contracting Officer's email address shown on the Bidder Instructions Cover Page. Questions received via any other means will not be addressed.

3.2 Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder is not binding.

4 Administrative Review

- 4.1 A Bidder that believes the Contract or Bid requirements or specifications, or Bid Response Due Date, are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer. The State shall promptly respond in writing to each written administrative review request, and where appropriate, issue a revision, substitution or clarification through an Amendment. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes.
- 4.2 If a Bidder fails to notify the Contracting Officer of an error, ambiguity, conflict, discrepancy, omission or other error in any of the documents provided by the State that is known to Bidder, or that reasonably should be known by Bidder, the Bidder accepts the risk of submitting a Bid and, if

awarded the Contract, shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

5 Amendments

5.1 Any Amendment shall be set forth at the same online link as the Solicitation.

5.2 It is the Bidder's responsibility to check the State's website frequently for any possible Amendments that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete a Bid.

6 Confidentiality Request

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure after contract award pursuant to OAC 260:115-3-9². However, a public Bid opening does not make the Bid immediately accessible to the public. All material submitted by a Bidder becomes the property of the State. No portion of a Bid shall be considered confidential after award of the Contract except, pursuant to 74 O.S. §85.10, information in the Bid determined to be confidential by the State Purchasing Director or delegate. Typically, a properly submitted confidentiality claim of a potential awardee is reviewed and determined prior to award; a properly submitted confidentiality claim of a non-awarded Bidder is reviewed and determined only when responding to an open records request concerning the Bid. Additional information regarding information considered confidential by a Bidder is provided in Section 8.2.C below.

7 Acceptance of Content

Unless otherwise provided in Section Four of a Bidder's response, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all State terms and conditions relating to the Contract. Upon award of a contract to the successful Bidder, such terms and conditions, as may be amended by the Bid after negotiation, shall become contractual obligations between the parties.

8 Required Bid Structure

8.1 Preparation of Bid

A. The Bid is required to be structured into separate, labelled and easily identifiable sections using the Bid Packet format provided below. A Bid submitted using any other format may not be accepted. The Bid should not contain duplicative content. Any section of the Bid Packet that is not applicable to the Bid shall have a page inserted to denote the section is not applicable. For instance, if business references are not required, the Bid should contain a page after the "Business References" section heading that reads "Not Applicable", "N/A" or some similar notation.

B. The Bid will be evaluated using a best value criteria, based on the following:

- i** Technical Response
- ii** Price Response

² OAC 260:115-3-9 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijujrgcln50ob7ckj42tbkdt374obdcli00

- iii References and
- iv Work Plan.

C. Mandatory Specifications:

As referenced in subsection 8.2.H, the Bid shall show the ability of the Bidder to meet or exceed the following mandatory specifications:

C.1 Technical Requirements

Bid responses shall include, as applicable, hosting provisions, Service Level Agreements (SLA's), Billing Information, Documentation, Training, Account Team/Support Provision, Escalation Process and Pricing for each service. Such provisions, SLA's and other information are subject to negotiation and additional provisions related to hosting services and SLA's may be required prior to any award being issued.

1. A Service Level Agreement (SLA) outlines the minimum service that a customer may expect for services, warranties and support. The SLA should include an example performance report and a matrix for service credits that relate to the Bidders performance under the SLA.
2. Billing Information outlines what information is provided in billing and how it is delivered.
3. Documentation outlines how detailed documents of services that are provided to entities on an on-going basis to include services by location and account information can be obtained.
4. Training outlines the general requirements for providing training for implementing and using the solution at the End-User level and at Administrative/Operational Personnel level
5. Account Team and Support Provisions outline the Bidders capabilities of providing world class support and account service.
6. Escalation Process outlines the predetermined levels of escalation in the event of an emergency.

C.2 System Requirements

1. Solution must be a web based system.
2. Software must encrypt all passwords in use and in storage. Never display a password in clear text that can be viewed by a third party.
3. Software must be available as a Software as a Service (SaaS); 24 hours a day, 7 days a week, 365 days a year; at least 99% of the time during prime time (7am to 7pm CST); at least 95% during off-peak hours (7pm-7am CST).
4. The SaaS on demand solution shall function using standard web browsers such as Mozilla Firefox, Google Chrome, Safari, Internet Explorer, and Edge.
 - a. Bidder shall indicate known browsers that are non-compatible.
5. Bidder shall describe the SaaS on demand operations and support capabilities such as physical, logical and process in nature, including but not limited to data center, operational environment, software architecture, client architecture, user interface ,application and database architecture, security architecture, access security, data security, network security, physical security, data archiving strategy, backup strategy, disaster recovery plan, bandwidth capability and service level agreements (SLA).
6. The tool must facilitate customization of reporting functions. For example,

ability to build custom report types based upon multiple field, multiple record selection, customize reports, availability of built-in templates, types of graphs and charts, etc.

7. Ability to modify workflows as processes and procedures change.
8. Ability to make adjustments to require some fields and not require other fields.
9. System must be 508 compliant, Bidder shall supply the state with a link to the portal used by technicians and a separate link to facilitate in checking for compliance.
10. System must provide method for users to reset password through a self-service portal.
11. System must provide APIs for transfer of data between state systems.

C.3 System and Data Security

1. Solution must provide audit trail of changes (who changed what when).
2. Solution must support single-sign-on (SSO).
3. Solution must provide enterprise configuration options.
4. Solution must provide organization based security.
5. Solution must provide administrative capabilities by role.
6. Solution must provide Active Directory/LDAP integration for user management.
7. Solution must have role based privileges across the application that allow for limiting visibility of fields, forms, attachments and grids based on security roles.

C.4 Modules and Functionality

The Bidder shall provide a detailed description including, screen shots, samples, examples, and other materials to describe all of the functionality of the system in that function.

1. Admissions – collect and process information for admissions, OSSM has an extensive admissions process including surveys, interviews. Etc.
2. Attendance – records student school and class attendance to include absence and tardy.
3. Enrollment – allows OSSM to create schedules, students to select classes, etc.
4. Discipline – manages referrals and reports on discipline events
5. Gradebook – allows for tracking of grades on assignments and course work and integrates with the learning management module.
6. Performance Reports – prebuilt reports for state performance, at risk students, college readiness, etc.
7. Reporting – allows OSSM staff to create ad hoc reports for the data they need when they need it.
8. Health – provides tracking of immunization information, medical contact information, medication administration, accident reporting for the purposes of tracking information on a student's health.
9. Guardian Portal/Student Portal – site to keep parents informed of information about their student, a means to communicate, and notification of events and important reminders.

10. Service Management – ability to track a student’s community service hours and other school related services.
11. Alumni Management – ability to manage alumni information on past students.
12. Learning Management – used to plan, execute, and assess specific learning processes for course work.

C.5 Interfaces/Integration

1. The solution must be able to integrate with Follet Destiny, which is the Library Management system for the school.
2. The solution must be able to integrate with Blackbaud Razor’s Edge, which is used for alumni information. At a minimum the contact information from the SIS to be transferred to Blackbaud to populate the alumni data.

C.6 Mobile

The Bidder shall describe the mobile capabilities for both the school administration access, teacher access, and parent/student access via app or HTML5 adaptive website.

C.7 Approach

The Project will adhere to industry best practices by following an incremental approach to system development. To the maximum extent possible and based on Bidder’s recommendations:

1. The Project will implement as much out of the box functionality as possible.

C.8 Implementation

1. The Bidder will provide a work plan to describe in detail the specifically methods, tasks and activities proposed to be undertaken in order to fulfill the scope of work described in this solicitation. Any anticipated theoretical or practical problems associated with the completion of the project must be discussed. Solutions, alternatives, or contingency plans related to these problems must also be proposed if appropriate.
2. Additionally, the Work Plan must include task initiation and completion schedules and respondent’s proposed staff assignments. In addition, the respondent shall list and identify subcontractors, if any, and delineate their role(s) in relation to the Work Plan. Describe the project management methodology that will be used through this implementation.
3. Provide a sample project plan with anticipated timelines.
4. The work plan shall also identify any additional components that may be included in the scope that were not articulated as specific requirements in this solicitation.
5. The Bidder will be required to provide periodic checkpoints to the State throughout the planning and configuration cycle to best utilize end user feedback, for workflows, user interfaces, graphics, screen layouts, and quality and assurance testing.

C.9 Training

The proposed solution must include training for both the state staff that are proposed to maintain the configuration of the system, and the end users of the system itself. The successful Bidder should propose various levels, types, and modes of training to support

engagements with each group of users. The successful Bidder should articulate a clear and repeatable approach to their training strategy that complements the overall implementation plan. Price and cost descriptions should reflect the tiered, staged, or phased approach to training delivery. Provide a training plan to include the target audience of the trainings, content, continuous training plan, etc. The state prefers a train the trainer model.

C.10 Maintenance and Support

The Bidder must describe the ongoing maintenance and support at all levels.

1. Bidder shall describe the process of software configuration, potentially new software releases, and any software patches and updates
2. Bidder shall list the frequency of product upgrades and patches made to the current platform.
3. Bidder shall describe the following:
 - a. Help desk support model that is offered
 - b. Means of customer contact to the help desk
 - c. Hours of support/service
 - d. Request for details about open defaults, who reported, when reported etc.
4. Bidder shall describe the procedures for incident management and problem escalation during the performance of the contract.
5. Procedure must describe how the Bidder will address problem situations as they occur and timeframes for resolutions and levels of escalation during the performance of the contract.
6. Bidder's process for establishing the existence of a problem
7. Reporting methods and available options
8. How trouble tickets are closed and reported
9. Initiation and follow through on a customer-initiated trouble ticket
10. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level of resolution
11. Circumstances in which the escalation will occur than the normal timeframe
12. The nature of feedback on resolution progress, including the frequency of feedback
13. Identification of and contact information (name: title, address, telephone and fax number, and e-mail address) for progressively higher levels that would become involved in resolving a problem
14. Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e. evenings, weekends, holidays, etc.) and on an emergency basis.
15. Escalation process for installation service dates and other commitments that are not met for and wireless services
16. Provide the Service Level Agreements (SLAs) for the services included in this solicitation.

C.11 Data Migration

Historical data shall be moved from the access databases to the new system for data retention purposes. The bidder shall explain how this would be accomplished and what support would be required by the State?

- D.** As referenced in subsection 8.2.H, a VPAT; Security Certification and Accreditation Assessment; service level agreements; and proposed first draft of Statement of Work

(Work Plan), including data migration from the existing system, are required to be included in the Bid.

- E.** Pricing shall be proposed as follows using an Exhibit titled Pricing in excel format. Pricing shall be broken down as described below for the initial year implementation cost and a total for all five (5) renewal years, for a grand total of the six (6) year agreement.

 - i** Exhibit i - Deliverable-based pricing with proposed milestones and associated payments;
 - ii** Exhibit ii - Hourly rates and roles for additional professional services in connection with the Project including, without limitation, maintenance and support services and enhancement services to the extent not included in a mutually agreed Statement of Work (Work Plan);
 - iii** Exhibit iii-Subscription and/or other pricing for post-warranty ongoing maintenance and support; and
 - iv** Exhibit iv-Value-added items may be included.
- F.** Business references are required to establish that a Bidder has successful implementation experience. Submit three (3) references with the same size and scope. Include the business name, contact name, phone number and email address contact.
- G.** Three years of audited financial statements are required to be included in the Bid.
- H.** The following additional company information is required to be included in the Bid:

 - i** Length of time the Bidder has been in business;
 - ii** A brief description of the company;
 - iii** Company size and organization;
 - iv** The number of years the Bidder has been providing software of the type requested;
 - v** The core competency of the company (i.e., software, hardware, imaging, etc.);
 - vi** User Group meetings or conferences and the location of meetings in the past;
 - vii** Number of employees allocated strictly for research;
 - viii** Number of employees allocated strictly for support;
 - ix** Number of clients;
 - x** Average client size (i.e., employee count); and
 - xi** Locations where the Bidder's web-based solution has been deployed.
- I.** If a third-party vendor is included as part of a submitted Bid, the following information is required to be included in the Bid for each such third-party vendor:

 - i** Company history;
 - ii** Relationship to Bidder;
 - iii** Clients for which the two entities have worked together; and
 - iv** Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder's solution.

8.2 Bid Packet Format

A. Section One: Cover Page

A dated cover page or transmittal letter that identifies the Solicitation and the Bidder and provides Bidder contact information.

B. Section Two: Required Forms, Certifications and Disclosures

- i** Completed “Responding Bidder Information” form set forth and accompanying required documentation.
- ii** Completed “Certification for Competitive Bid and Contract” form.
- iii** Bidder shall additionally provide in this section of its Bid, disclosure of (1) any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract (including any company which a Bidder has merged with or acquired that will be performing services or providing products if awarded the Contract); (2) any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder’s response to the Solicitation; (3) the name of any officer, director or agent of the Bidder who is also an employee of the State of Oklahoma or any of its agencies; (4) the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder firm or any of its branches and (5) any activity or interest that conflicts or may conflict with the best interest of the State, including but not limited to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or partial or whole termination of the Contract.
- iv** Certificate of Insurance and Workers’ Compensation form.
- v** Completed Vendor Payee form.
- vi** Any information requested in connection with a Solicitation regarding subcontractors a Bidder proposes to use in performance of the resulting contract.
- vii** Signed Amendment(s), if any, located at the same online link as the Solicitation.

The Bidder shall acknowledge agreement with each Amendment, if any, by inserting the Amendment in this section, signed by or on behalf of the Bidder.

C. Section Three: Bid Portions Requested to be Held Confidential

- i** If the Bid Packet contains information the Bidder believes to be confidential, the Bid Packet shall be conspicuously marked on the outside to indicate it contains information considered confidential.
- ii** Any portion of the Bid that the Bidder requests be held confidential shall be inserted in this section and the Bidder must specifically identify, on each page, the specific information considered confidential and otherwise fully comply with OAC 260:115-3-9³ which additionally requires a Bidder to enumerate the specific grounds, based on applicable laws which support treatment of the information as exempt from disclosure and explain why disclosure is not in the best interest of the public. Additional information regarding information considered confidential by a Bidder is provided in Section 6 above.
- iii** A Bid marked in total, as proprietary and/or confidential shall not be considered confidential. Likewise, unless specifically referenced otherwise, resumes, pricing, marketing materials, business references, Voluntary Product Accessibility Templates, additional terms proposed by a Bidder and subcontractor information are not confidential and are not exempt from disclosure under the Oklahoma Open Records Act. The foregoing list is intended to address information often marked confidential that is not exempt from disclosure and is not an exhaustive list.
- iv** **ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN INSERTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM. LIKEWISE, CONFIDENTIALITY CLAIMS OF A BIDDER WILL NOT BE CONSIDERED IF A BID DOES NOT COMPLY WITH REQUIREMENTS OF OAC 260:115-3-9 AND THE INFORMATION WILL BE SUBJECT TO DISCLOSURE PURSUANT TO STATE LAW.**

D. Section Four: Requested Exceptions to Terms

- i** Any requested exception or revision to terms or conditions provided by the State shall be inserted in this section using the table provided at the end of these Bidder Instructions. If no exceptions or revisions are requested, the Bid should reflect that by either submitting the table with no additions to it or by marking the table "N/A". Each requested exception or revision shall identify (i) the document and section reference of the specific affected term and (ii) either that the term is inapplicable

³ OAC 260:115-3-9 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcqb8dtmmak3lctijurgcln50ob7ckj42tbkdt374obdcli00

and should be intentionally omitted or offer alternative language if the Bidder is requesting revision of the term. Some examples are provided on the table for illustrative purposes only and, if not deleted in a submitted Bid, will be disregarded.

- ii A clarification question is not an exception and any clarification included in this section will be disregarded.
- iii If the Bid contains a copy of existing terms between the Bidder and the State that the Bidder believes are applicable to the Acquisition, the Bidder need not take exceptions to the General Terms; however, the remainder of terms and contents of a document provided by the State including, without limitation, all attachments, appendices and exhibits remain applicable and are not supplanted by such existing terms. Therefore, any exception to portions of the Solicitation or other related documents, other than General Terms must be included in this section as an exception.
- iv **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR EXCEPTIONS AND ANY EXCEPTION EMBODIED IN ANOTHER SECTION OF THE BID OR IN A FORMAT OTHER THAN THE PROVIDED TABLE WILL NOT BE CONSIDERED. LIKEWISE, AN EXCEPTION EXPRESSING ONLY GENERAL DISAGREEMENT WITH A TERM OR A GENERAL EXCEPTION TO ANY STATE TERMS OR CONDITIONS, WITHOUT SUGGESTED ALTERNATIVE WORDING OR IDENTIFYING THAT THE TERM SHOULD BE INTENTIONALLY OMITTED, WILL NOT BE CONSIDERED.**

E. Section Five: Additional Bidder Terms

Any additional terms that the Bidder requests be applicable to the Contract shall be inserted in this section and shall be provided in Word format. **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR ADDITIONAL TERMS AND ANY SUCH TERMS NOT SUBMITTED IN THIS SECTION OF THE BID SHALL NOT BE CONSIDERED.** Should a Bidder be awarded a Contract, neither the State nor a customer shall be required to execute additional documents not included in a Bid. For example, if a Bidder typically uses an ordering document in connection with an acquisition, the ordering document template shall be included in the Bid.

F. Section Six: Existing Terms between Bidder and State

A copy of any existing terms, mutually executed by the Bidder and the State, that the Bidder believes are applicable to the Acquisition shall be inserted in this section. Any existing terms not submitted in this section of the Bid shall not be considered.

G. Section Seven: Executive Summary

The Bidder's executive summary shall be inserted in this section. Marketing information, general company information and other similar information should be included in the executive summary and should not be included in other sections of the Bid.

H. Section Eight: Response to Specifications and Requirements

- i The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed any Contract and Bid specifications and requirements. See 8.1, C, Mandatory Specifications.
- ii If a VPAT is required, the URL link to the Bidder's VPAT shall be inserted in this section at the Bid Packet page referencing the VPAT.
- iii If an information technology Security Certification and Accreditation Assessment is required, the completed Assessment shall be inserted in this section at a Bid Packet page referencing the Security Accreditation Assessment. The Assessment is located online at https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R_0.xlsx.
- iv If service level agreements are required, the proposed service level agreements shall be inserted in this section at a Bid Packet page referencing the proposed Service Level Agreements.
- v If a Statement of Work is required, the proposed draft shall be inserted in this section at a Bid Packet page referencing the proposed Statement of Work.

I. Section Nine: Pricing

Pricing associated with the Bid shall be inserted in this section as Exhibit titled Pricing, and shall be in the required structure set forth above in Section 8.1, if any.

J. Section Ten: Offer of Value-Added Products and/or Services

If a Bid includes an offer of value-added products and/or services, such offer shall be inserted in this section and include associated pricing and any other information relevant to such value-added offer. However, the State is not obligated to purchase value-added products or services.

K. Section Eleven: Financial Information

Any required financial and associated information shall be inserted in this section.

L. Section Twelve: Business References

Any required business references and associated information shall be inserted in this section.

M. Section Thirteen: Additional Company Information

Any additional required company information shall be inserted in this section.

9 Submission of Bid

9.1 IT IS THE BIDDER'S SOLE RESPONSIBILITY TO SUBMIT INFORMATION IN THE BID AS REQUESTED AND IN COMPLIANCE WITH THE OKLAHOMA CENTRAL

PURCHASING ACT AND ASSOCIATED OAC TITLE 260 RULES⁴ INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11⁵. A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.

- 9.2 Due to the COVID 19 outbreak, a Bid shall be submitted via email to OMESCPeBID@omes.ok.gov. In person, commercial carrier or facsimile submittals shall not be accepted. The email Bid shall contain the Solicitation Number, Bid Response Due Date and Time in the subject line of the email. For all responses that are unable to be submitted via email due to size limitations, the Bid shall be submitted via a Cloud Service such as Office 365. Bidder shall provide instructions on how to access this type of submission. The State is not responsible for incorrect link information or inability to access a submitted Bid.**
- 9.3** Due to the COVID 19 outbreak, this subsection is intentionally omitted.
- 9.4** Due to the COVID 19 outbreak, this subsection is intentionally omitted.
- 9.5** Unless otherwise specified, (i) manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for informational purposes and not intended to limit competition and (ii) a Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). Bidder shall offer new items of current design and technology unless a document provided by the State in connection with the Solicitation specifies older models or versions, or used, reconditioned, or remanufactured products are acceptable. Warranties in either case should be the same. However, if a Bid is based on equivalent products, the Bid is required to state the manufacturer's name and number. The Bid shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous Bid shall not satisfy a specification or requirement associated with the present Bid. Any previous solicitation or resultant contract shall not be depended upon, perceived or interpreted to have any relevance to the present Bid.
- 9.6** Bids shall remain a firm offer for a minimum of one hundred twenty (120) days after the Bid Response Due Date. Any usage amounts provided by the State are estimates and are not guaranteed to be purchased.
- 9.7** Unless specified otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantees unit prices to be correct.
- 9.8** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount. Travel expenses include, but are not limited to, transportation, lodging and meals. Examples of other miscellaneous travel expenses are referenced in §10.14 of the Statewide Accounting Manual⁶.
- 9.9** A Bid containing early payment discounts may be evaluated when making an award. If a Bidder wishes to offer an early payment discount, the Bid must include available discount percentages for no less than ten (10) days payment, increasing in five (5) day increments up to thirty (30) days.

⁴ Oklahoma Administrative Code Title 260, Chapter 115 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijurgcln50ob7ckj42tbkdt374obdcli00

⁵ OAC 260:115-3-7 and OAC 260:115-3-11 are located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijurgcln50ob7ckj42tbkdt374obdcli00

⁶ Statewide Accounting Manual is located at <https://omes.ok.gov/sites/g/files/gmc316/f/StatewideAccountingManual.pdf>.

The discount percentages shall be expressed in a half or whole percentage, with the minimum discount percentage being 0.5%. The State is not obligated to utilize an offered discount.

- 9.10 All costs incurred by the Bidder for Bid preparation and participation shall be the sole responsibility of the Bidder and the Bidder shall not be reimbursed for any such costs. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages in connection with the Bid.
- 9.11 For consistency of contract structure, certain State terms may be marked “Intentionally Omitted”. If so, no response is expected.
- 9.12 After review of a Bidder's submitted documents and information, the State may require additional terms in which customer data will be accessed, processed or stored by a Supplier.
- 9.13 Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests allowed or required by the terms of the Contract.

10 Bid Withdrawal, Bid Change and Alternate Bid

- 10.1 Except as authorized by the State Purchasing Director after proof by the Bidder that a significant error by the Bidder exists in the Bid, a Bid may not be withdrawn after the Bid Response Due Date and Time. If the Bidder wishes to withdraw a Bid prior to the Bid Response Due Date and Time, the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13⁷ except that the request shall be emailed to the email address listed in Section 9 above, due to the COVID 19 outbreak.
- 10.2 Except as requested by the State, a Bid may not be changed after the Bid Response Due Date and Time. If the Bidder needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Bidder shall withdraw the originally submitted Bid and a new Bid shall be submitted to the State by the Bid Response Due Date and Time in accordance with Section 9 and include the following statement on the superseding Bid cover page: **“THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED” AND “SUPERSEDING BID” MUST APPEAR IN THE SUBJECT LINE OF THE EMAIL.**
- 10.3 A Bidder may submit one or more Alternate Bids. Any Alternate Bid submitted shall be a complete Bid and shall be clearly identified as an Alternate Bid in the subject line of the email. If more than one Alternate Bid is submitted, the identification in the email subject line shall refer to Alternate Bid 1, Alternate Bid 2, etc.

11 Bid Rejection

- 11.1 The Bidder’s failure to submit required information may cause its Bid to be rejected. Additionally, a Bid received after the Bid Response Due Date and Time **SHALL BE DEEMED NON-**

⁷ OAC 260:115-3-13 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijurgcln50ob7ckj42tbkdt374obdcli00.

RESPONSIVE AND SHALL NOT BE CONSIDERED. Failure to comply with these Bidder Instructions may result in the Bid being disqualified from evaluation.

- 11.2** A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in OAC 260:115-3-5 and 260:115-7-32(h)⁸.
- 11.3** Attempts to impose unacceptable conditions on the State or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-responsiveness of the Bid.
- 11.4** Whenever the terms "shall", "must", "will", or "is required" are used, the specification being referred to is a mandatory specification. Failure to meet any mandatory specification may cause rejection of a Bid.
- 11.5** Whenever the terms "can", "may", or "should" are used, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

12 Bid Public Opening

Due to the COVID 19 outbreak, there will be no physical Bid openings at this time. Public Bid openings will be conducted on a per request basis via Zoom. Zoom information will be provided to anyone requesting a public Bid Opening.

13 Evaluation

- 13.1** A responsive Bid will proceed to the evaluation process. Unless specified that "best value" criteria will be used to determine award, Bids shall be evaluated on "lowest and best" criteria.
- 13.2** Pursuant to OAC 260:115-7-32, Bidder past performance as a Supplier may be considered when evaluating a Bid.
- 13.3** Pursuant to 74 O.S. §85.44E, a Bid submitted by a service-disabled veteran business that does business in Oklahoma or maintains an Oklahoma office or place of business will be given a three-percentage point bonus preference in scoring the Bid.
- 13.4** The State reserves the right to require demonstrations, clarifications and additional documentation from any or all responding Bidders. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team and to respond to questions regarding the Bid if required by the State prior to award.

14 Competitive Negotiations of Offers

- 14.1** The State reserves the right to negotiate with none or one or more Bidders responding to the Solicitation and may negotiate any or all content of the Bid to obtain the best value for the State.

⁸ OAC 260:115-3-5 and 260:115-7-32 is located at:

http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijurgcln50ob7ckj42tbkdt374obdcli00

Negotiations may be conducted in person, in writing or by electronic means and shall only be conducted with potentially acceptable Bids.

- 14.2 Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues arising from the Bid to be negotiable and will not be artificially constrained by internal corporate policies. In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Bidder responsiveness or other failure to close contract negotiations that are not caused by the State, the State may, in its discretion, offer a successful Bidder a shorter contract term.
- 14.3 Firms that contend a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.
- 14.4 Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.
- 14.5 Requirements and any terms marked as non-negotiable after the section title shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements or terms is in the best interest of the State.
- 14.6 The State may request a BAFO and shall determine the scope and subject of any BAFO request. However, the Bidder should not expect an opportunity to otherwise strengthen its Bid and should submit its best Bid based on requirements herein. Any information offered outside the scope of the BAFO request will not be considered and will be disregarded.

15 Award of Contract

- 15.1 The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State.
- 15.2 In order to receive an award or payments from the State, a Bidder must be registered **as both a Bidder and as a Supplier** and must maintain the registration prior to any Contract renewal term. The registration process may be completed electronically at the following link: <https://omes.ok.gov/services/purchasing/vendor-registration>.
- 15.3 Pursuant to Oklahoma Attorney General Opinion No. 06-23, any Bidder that has assisted in preparing the Solicitation or developing the procurement terms, either directly or indirectly, is precluded from being awarded the Contract or from securing a sub-contractor that has provided such services.
- 15.4 Prior to award, the State may choose to request information from the Bidder to demonstrate its financial status and performance. If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company may also be required.

The State reserves the right, in its sole discretion, to determine a Bidder's financial status and to withhold award to a Bidder who is not deemed financially responsible.

- 15.5** A notice of award may be in the form of a purchase order or other payment mechanism or in the form of a mutually executed contract.

BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS
SOLICITATION NO. 6290000039

Term & Section	Language
General Terms, Pricing (Section 5.2, pg. 7) EXAMPLE	Section 5.2 is deleted in its entirety and replaced with the following: Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price. Travel expenses include, but are not limited to, lodging, transportation and meal expenses.
Information Technology Terms, Appendix 1, Data Security (Section B.2, pg. 12) EXAMPLE	Section B.2 shall be modified to add the following: Customer is responsible for Personal Data encryption when solely in the Customer's possession.
Information Technology Terms, Source Code Escrow (Section 9, pg. 5) EXAMPLE	Section 9 is deleted in its entirety.